

REMARKS/ARGUMENTS

The rejections presented in the Office Action dated February 27, 2006 (hereinafter Office Action) have been considered. Claims 1-43 remain pending in the application. The allowability of Claims 9 and 15-43 is acknowledged, and the Applicants thank the Examiner for favorable consideration of these claims. Reconsideration and allowance of pending Claims 1-8 and 10-14 in view of the present response is respectfully requested.

Claims 1-6, 8 and 10-14 stand rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Publication No. 2004/0196967 by Ejzak et al. (hereinafter “*Ejzak*”). The Applicants respectfully traverse the rejection. To anticipate a claim the reference must teach every element of the claim, and it is respectfully submitted that *Ejzak* does not meet this standard.

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” MPEP § 2131, quoting *Verdegaal Bros. v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). “The identical invention must be shown in as complete detail as is contained in the patent claim; *i.e.* every element of the claimed invention must be literally present, arranged as in the claim.” MPEP § 2131, quoting *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The Applicant submits that *Ejzak* does not teach every element of at least independent Claim 1, and therefore fails to anticipate Claim 1.

Claim 1 is directed to a method for releasing a communication session that involves subscribing a network entity as a subscriber to at least one intermediary network entity that is located between session endpoints. The intermediary network entity serves as a notifier for the network entity. The intermediary network entity releases the communication session and initiates a session release notification via a signaling protocol to its subscriber. *Ejzak* at least fails to teach, either expressly or inherently, a network entity that subscribes to an intermediary network entity to receive session release notifications.

In paragraph 2 of the Office Action, the Examiner relies on reference numerals 212, 202, 214, and 216 of *Ejzak*’s FIG. 3 to show a network entity subscribing to an intermediary network entity that serves as a notifier. The Applicants respectfully disagree. In FIG. 3 of

Ejzak, signaling links are shown connecting a SIP B2BUA 202 with SIP servers 212, 214, and 216. However, nowhere in FIG. 3 or elsewhere in *Ejzak* is a subscription shown between an intermediary network entity and another entity. The signaling links in *Ejzak*'s FIG. 3 are designated "SIP" and "SIGNALLING PROTOCOLAL(sic)," and this by itself is insufficient to show, expressly or inherently, subscription-like events using these signaling protocols. Applicants also note that nowhere in the numerous examples in *Ejzak*'s FIGS. 8-16, are any subscription-type mechanisms (e.g., SIP PUBLISH/SUBSCRIBE) described between any entities, much less a subscription to an intermediate node.

Additionally, *Eljak* fails to disclose, either expressly or inherently, that an intermediary network entity releases a communication session, as set forth in Claim 1. The Examiner has relied on FIGS. 10-16 to show an intermediary network entity releasing a communication session, but the Applicants respectfully disagree. On the contrary, in FIGS. 10, 12, 13, and 15, and in the accompanying description, *Eljak* explicitly describes endpoints (i.e., UE users and PSTN users) releasing the calls. For example, "[t]he UE-A 502 sends a request to release the UA-C 602," (para. 0066); "[t]he UE-A 502 sends a signal to release the conference call," (para. 0067); "release of a call leg scenario by a user PSTN-B 504 in a communication network...[t]he PSTN-B 504 releases the call" (para. 0068); and "[t]he UA-C 602 releases the call," (para. 0069). Therefore, because *Ejzak* explicitly illustrates releasing of calls by the session endpoints only, *Ejzak* is further deficient in anticipating Claim 1. Applicants submit, therefore, that *Ejzak* does not teach each and every limitation of Claim 1, and respectfully requests allowance of Claim 1.

Dependent Claims 2-6, 8, and 10-14 depend from independent Claim 1. These dependent claims also stand rejected under 35 U.S.C. §102(e) as being anticipated by *Ejzak*. While Applicants do not acquiesce with the particular rejections to these dependent claims, including any assertions concerning inherency or the taking of Official Notice, these rejections are now moot in view of the remarks made in connection with independent Claim 1. These dependent claims include all of the limitations of the base claim and any intervening claims, and recite additional features that further distinguish these claims from

Ejzak. Therefore, Applicants respectfully submit that dependent Claims 2-6, 8, and 10-14 are also in condition for allowance.

Claim 7 stands rejected under 35 U.S.C. §103(a) as being unpatentable over *Ejzak* in view of U.S. Publication No. 2004/0203710 by Gabor (hereinafter “*Gabor*”). The Applicants respectfully traverse the rejection. To establish a *prima facie* case of obviousness based on a combination of references, three basic criteria must be met, as is set forth in M.P.E.P. §2143:

- 1) There must be some suggestion or motivation, either in the reference itself or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings;
- 2) There must be a reasonable expectation of success; and
- 3) The prior art references must teach or suggest all of the claim limitations.

All three criteria must be met to establish *prima facie* obviousness of a claim. For the rejections of Claim 7, the Examiner relies on *Ejzak* as teaching the substance of the claim from which Claim 7 depends, namely, Claim 6 which is dependent from independent Claim 1. The Examiner does not rely on *Gabor* as providing a remedy to the deficiencies of *Ejzak* as it pertains to independent Claim 1, nor does *Gabor* provide such a remedy. Thus, because neither *Ejzak* nor *Gabor* teach at least the recitations of Claim 1, a combination of *Ejzak* and *Gabor* fails to teach these recitations. Further, a combination of *Ejzak* and *Gabor* fails to suggest the invention set forth in Claim 1, as there is no reference to a network entity subscribing to at least one intermediary network entity that is located between session endpoints where the intermediary network entity serves as a notifier for the network entity. Nor does such a combination teach or suggest that the intermediary network entity releases the communication session and initiates a session release notification via a signaling protocol to its subscriber. While other requisites of establishing *prima facie* obviousness may also be absent, the Applicants respectfully submit that the cited combination of references at least fails to teach or suggest all of the limitations of Claim 7. For at least this reason, Claim 7 is not rendered obvious by the combination of *Ejzak* and *Gabor*, and withdrawal of the rejection is respectfully solicited.

Authorization is given to charge Deposit Account No. 50-3581 (NOKM.064PA) any necessary fees for this filing. If the Examiner believes it necessary or helpful, the undersigned attorney of record invites the Examiner to contact him at to discuss any issues related to this case.

Respectfully submitted,

HOLLINGSWORTH & FUNK, LLC
8009 34th Avenue South, Suite 125
Minneapolis, MN 55425
952.854.2700

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By:

A handwritten signature in black ink, appearing to read "William B. Ashley", written over a horizontal line.

William B. Ashley
Reg. No. 51,419